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17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 SECURITIES AND EXCHANGE
20 COMMISSION,

21 Plaintiff,

22 vs.

23 MATTHEW WADE BEASLEY; BEASLEY
24 LAW GROUP PC; JEFFREY J. JUDD;
25 CHRISTOPHER R. HUMPHRIES; J&J
26 CONSULTING SERVICES, INC., an Alaska
27 Corporation; J&J CONSULTING
28 SERVICES, INC., a Nevada Corporation; J
AND J PURCHASING LLC; SHANE M.
JAGER; JASON M. JONGEWARD; DENNY
SEYBERT; ROLAND TANNER; LARRY
JEFFERY; JASON A. JENNE; SETH
JOHNSON; CHRISTOPHER M. MADSEN;
RICHARD R. MADSEN; MARK A.
MURPHY; CAMERON ROHNER; AND
WARREN ROSEGREEN;

Defendants,

Case No.: 2:22-cv-00612-CDS-EJY

**DEFENDANTS SETH JOHNSON
AND CAMERON ROHNER
ANSWER TO AMENDED
COMPLAINT**

THE JUDD IRREVOCABLE TRUST; PAJ
CONSULTING INC; BJ HOLDINGS LLC;
STIRLING CONSULTING, L.L.C.; CJ
INVESTMENTS, LLC; JL2
INVESTMENTS, LLC; ROCKING HORSE
PROPERTIES, LLC; TRIPLE THREAT
BASKETBALL, LLC; ACAC LLC;
ANTHONY MICHAEL ALBERTO, JR.; and
MONTY CREW LLC;

Relief Defendants.

Defendants Seth Johnson (“Johnson”) and Cameron Rohner (“Rohner”), by and through their counsel of record and for their Answer to the Amended Complaint filed against them by the Securities and Exchange Commission (the “Commission”) admits, denies, and alleges as follows:

SUMMARY

1. In responding to Paragraph 1 of the Amended Complaint, Johnson and Rohner deny that they were knowing promoters of any fraudulent scheme and affirmatively state that they were deceived by Matthew Wade Beasley (“Beasley”, the Beasley Law Group, Jeffrey J. Judd (“Judd”), the J&J Entities, and Shane M. Jager (“Jager”), and that they are victims in this matter. Johnson and Rohner lack information sufficient to admit or deny the remaining allegations contained within Paragraph 1 of the Amended Complaint. All allegations not expressly admitted are denied.

2. In responding to Paragraph 2 of the Amended Complaint, Johnson and Rohner lack information sufficient to admit or deny whether the “purchase agreements” constitute securities. Johnson and Rohner admit that Jager conveyed to them the representations detailed within Paragraph 2 of the Amended Complaint. All allegations not expressly admitted are denied.

3. Johnson and Rohner lack information sufficient to admit or deny the allegations contained within Paragraph 3 of the Amended Complaint. All allegations not expressly admitted are denied.

1 4. In responding to Paragraph 4 of the Amended Complaint, Johnson and Rohner
2 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
3 Entities, and Jager, and that they are victims in this matter. Johnson and Rohner lack information
4 sufficient to admit or deny the remaining allegations contained within Paragraph 4 of the
5 Amended Complaint. All allegations not expressly admitted are denied.

6 5. In responding to Paragraph 5 of the Amended Complaint, Johnson and Rohner
7 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
8 Entities, and Jager, and that they are victims in this matter. In further responding, Johnson and
9 Rohner state that they were approached by a number of people regarding investing in the alleged
10 purchase agreements and that Johnson and Rohner either provided those individual's with
11 Jager's contact information or assisted those persons in investing. Johnson and Rohner lack
12 information sufficient to admit or deny the remaining allegations contained within Paragraph 5
13 of the Amended Complaint. All allegations not expressly admitted are denied.

14 6. Johnson and Rohner lack information sufficient to admit or deny the allegations
15 contained within Paragraph 6 of the Amended Complaint. All allegations not expressly admitted
16 are denied.

17 7. In responding to Paragraph 7 of the Amended Complaint, Johnson and Rohner
18 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
19 Entities, and Jager, and that they are victims in this matter. Therefore, to the extent that the
20 Commission seeks remedies against those entities and individuals, Johnson and Rohner admit
21 the allegations contained within Paragraph 7 of the Amended Complaint. To the extent that the
22 Commission seeks remedies against Johnson and Rohner, Johnson and Rohner deny the
23 allegations contained within Paragraph 8 of the Amended Complaint. Johnson and Rohner lack
24 information sufficient to admit or deny the remaining allegations contained within Paragraph 7
25 of the Amended Complaint. All allegations not expressly admitted are denied.

26 **JURISDICTION AND VENUE**

27 8. In answering Paragraph 8 of the Amended Complaint, Johnson and Rohner deny
28 that the Commission may appropriately seek remedy from Johnson and Rohner. Johnson and

1 Rohner lack information sufficient to admit or deny the remaining allegations contained within
2 Paragraph 8 of the Amended Complaint. All allegations not expressly admitted are denied.

3 9. Johnson and Rohner admit the allegations contained in Paragraph 9 of the
4 Amended Complaint.

5 10. Johnson and Rohner admit the allegations contained in Paragraph 10 of the
6 Amended Complaint.

7 11. In answering Paragraph 11 of the Amended Complaint, Johnson and Rohner deny
8 that they were involved in the sale of securities. Johnson and Rohner lack information sufficient
9 to admit or deny the remaining allegations contained within Paragraph 11 of the Amended
10 Complaint. All allegations not expressly admitted are denied.

11 12. Johnson and Rohner deny the allegations contained in Paragraph 12 of the
12 Amended Complaint.

13 **DEFENDANTS**

14 13. Upon information and belief, Johnson and Rohner admit the allegations contained
15 in Paragraph 13 of the Amended Complaint.

16 14. Upon information and belief, Johnson and Rohner admit the allegations contained
17 in Paragraph 14 of the Amended Complaint. To the extent that Paragraph 14 of the Amended
18 Complaint can be read to state that Johnson and Rohner were paid by Judd, Johnson and Rohner
19 deny the same.

20 15. Upon information and belief, Johnson and Rohner admit the allegations contained
21 in Paragraph 15 of the Amended Complaint.

22 16. Upon information and belief, Johnson and Rohner admit the allegations contained
23 in Paragraph 16 of the Amended Complaint.

24 17. Upon information and belief, Johnson and Rohner admit the allegations contained
25 in Paragraph 17 of the Amended Complaint.

26 18. Upon information and belief, Johnson and Rohner admit the allegations contained
27 in Paragraph 18 of the Amended Complaint.
28

1 19. Upon information and belief, Johnson and Rohner admit the allegations contained
2 in Paragraph 19 of the Amended Complaint.

3 20. Upon information and belief, Johnson and Rohner admit the allegations contained
4 in Paragraph 20 of the Amended Complaint.

5 21. Johnson and Rohner lack information sufficient to admit or deny the allegations
6 contained within Paragraph 21 of the Amended Complaint.

7 22. Johnson and Rohner lack information sufficient to admit or deny the allegations
8 contained within Paragraph 22 of the Amended Complaint.

9 23. Johnson and Rohner lack information sufficient to admit or deny the allegations
10 contained within Paragraph 23 of the Amended Complaint.

11 24. Johnson and Rohner lack information sufficient to admit or deny the allegations
12 contained within Paragraph 24 of the Amended Complaint.

13 25. Johnson and Rohner lack information sufficient to admit or deny the allegations
14 contained within Paragraph 25 of the Amended Complaint.

15 26. In responding to Paragraph 26 of the Amended Complaint, Johnson affirmatively
16 states that he was deceived by Beasley, the Beasley Law Group, Judd, the J&J Entities, and
17 Jager, and that he is a victim in this matter. Johnson and Rohner admit that they own Prestige
18 Consulting LLC and that Prestige Consulting LLC assisted others in investing in alleged
19 purchase agreements and that Prestige Consulting LLC received compensation for its services.
20 However, Johnson and Rohner deny that they acted wrongfully or with knowledge that the
21 purchase agreements were part of the alleged Ponzi scheme. All allegations not expressly
22 admitted are denied.

23 27. Johnson and Rohner lack information sufficient to admit or deny the allegations
24 contained within Paragraph 27 of the Amended Complaint.

25 28. Johnson and Rohner lack information sufficient to admit or deny the allegations
26 contained within Paragraph 28 of the Amended Complaint.

27 29. Johnson and Rohner lack information sufficient to admit or deny the allegations
28 contained within Paragraph 29 of the Amended Complaint.

1 30. In responding to Paragraph 30 of the Amended Complaint, Rohner affirmatively
2 states that he was deceived by Beasley, the Beasley Law Group, Judd, the J&J Entities, and
3 Jager, and that he is a victim in this matter. Rohner admits that he owned CR6 LLC Johnson and
4 Rohner admit that they own Prestige Consulting LLC, and that Prestige Consulting LLC assisted
5 others in investing in alleged purchase agreements and that Prestige Consulting LLC received
6 compensation for its services. However, Johnson and Rohner deny that they acted wrongfully or
7 with knowledge that the purchase agreements were part of the alleged Ponzi scheme. All
8 allegations not expressly admitted are denied.

9 31. Johnson and Rohner lack information sufficient to admit or deny the allegations
10 contained within Paragraph 31 of the Amended Complaint.

11 **RELIEF DEFENDANTS**

12 32. Johnson and Rohner lack information sufficient to admit or deny the allegations
13 contained within Paragraph 32 of the Amended Complaint.

14 33. Johnson and Rohner lack information sufficient to admit or deny the allegations
15 contained within Paragraph 33 of the Amended Complaint.

16 34. Johnson and Rohner lack information sufficient to admit or deny the allegations
17 contained within Paragraph 34 of the Amended Complaint.

18 35. Johnson and Rohner lack information sufficient to admit or deny the allegations
19 contained within Paragraph 35 of the Amended Complaint.

20 36. Johnson and Rohner lack information sufficient to admit or deny the allegations
21 contained within Paragraph 36 of the Amended Complaint.

22 37. Johnson and Rohner lack information sufficient to admit or deny the allegations
23 contained within Paragraph 37 of the Amended Complaint.

24 38. Johnson and Rohner lack information sufficient to admit or deny the allegations
25 contained within Paragraph 38 of the Amended Complaint.

26 39. Johnson and Rohner lack information sufficient to admit or deny the allegations
27 contained within Paragraph 39 of the Amended Complaint.

1 48. Johnson and Rohner lack information sufficient to admit or deny the allegations
2 contained within Paragraph 48 of the Amended Complaint.

3 49. Johnson and Rohner lack information sufficient to admit or deny the allegations
4 contained within Paragraph 49 of the Amended Complaint.

5 50. Johnson and Rohner lack information sufficient to admit or deny the allegations
6 contained within Paragraph 50 of the Amended Complaint.

7 51. Johnson and Rohner lack information sufficient to admit or deny the allegations
8 contained within Paragraph 51 of the Amended Complaint.

9 52. Johnson and Rohner lack information sufficient to admit or deny the allegations
10 contained within Paragraph 52 of the Amended Complaint.

11 53. In responding to Paragraph 53 of the Amended Complaint, Johnson and Rohner
12 admit the allegations made against Judd. Johnson and Rohner lack information sufficient to
13 admit or deny the allegations against Humphries.

14 54. Johnson and Rohner lack information sufficient to admit or deny the allegations
15 contained within Paragraph 54 of the Amended Complaint.

16 55. In responding to Paragraph 55 of the Amended Complaint, Johnson and Rohner
17 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
18 Entities, and Jager, and that they are victims in this matter. After news broke of the FBI raids
19 and the charges against Beasley and others, Johnson and Rohner learned that the allegations
20 contained in Paragraph 55 of the Amended Complaint are true and, therefore, admit the same.

21 56. In responding to Paragraph 56 of the Amended Complaint, Johnson and Rohner
22 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
23 Entities, and Jager, and that they are victims in this matter. After news broke of the FBI raids
24 and the charges against Beasley and others, Johnson and Rohner learned that the allegations
25 contained in Paragraph 56 of the Amended Complaint are true and, therefore, admit the same.

26 57. In responding to Paragraph 57 of the Amended Complaint, Johnson and Rohner
27 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
28 Entities, and Jager, and that they are victims in this matter. After news broke of the FBI raids

1 and the charges against Beasley and others, Johnson and Rohner learned that the allegations
2 contained in Paragraph 57 of the Amended Complaint are true and, therefore, admit the same.

3 58. In responding to Paragraph 58 of the Amended Complaint, Johnson and Rohner
4 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
5 Entities, and Jager, and that they are victims in this matter. After news broke of the FBI raids
6 and the charges against Beasley and others, Johnson and Rohner learned that the allegations
7 contained in Paragraph 58 of the Amended Complaint are true and, therefore, admit the same.

8 59. In responding to Paragraph 59 of the Amended Complaint, Johnson and Rohner
9 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
10 Entities, and Jager, and that they are victims in this matter. After news broke of the FBI raids
11 and the charges against Beasley and others, Johnson and Rohner learned that some of the
12 allegations contained in Paragraph 59 of the Amended Complaint are true and, therefore, admit
13 the same. However, Johnson and Rohner deny that they distributed copies of the referenced new
14 documents to others.

15 60. Johnson and Rohner lack information sufficient to admit or deny the allegations
16 contained within Paragraph 60 of the Amended Complaint.

17 61. In responding to Paragraph 61 of the Amended Complaint, Johnson and Rohner
18 admit the allegations made against Judd. Johnson and Rohner lack information sufficient to
19 admit or deny the allegations against Humphries.

20 62. Johnson and Rohner lack information sufficient to admit or deny the allegations
21 contained within Paragraph 62 of the Amended Complaint.

22 63. Upon information and belief, Johnson and Rohner admit the allegations contained
23 within Paragraph 63 of the Amended Complaint.

24 64. Upon information and belief, Johnson and Rohner admit the allegations contained
25 within Paragraph 64 of the Amended Complaint.

26 65. Upon information and belief, Johnson and Rohner admit the allegations contained
27 within Paragraph 65 of the Amended Complaint.

1 66. Upon information and belief, Johnson and Rohner admit the allegations contained
2 within Paragraph 66 of the Amended Complaint.

3 67. Upon information and belief, Johnson and Rohner admit the allegations contained
4 within Paragraph 67 of the Amended Complaint.

5 68. Upon information and belief, Johnson and Rohner admit the allegations contained
6 within Paragraph 68 of the Amended Complaint.

7 69. Upon information and belief, Johnson and Rohner admit the allegations against
8 Judd and Humphries contained in Paragraph 69 of the Amended Complaint. However, Johnson
9 and Rohner deny that information regarding conversations with attorneys about clients and
10 purchase agreements made it back to Johnson or Rohner prior to the FBI raids. Johnson and
11 Rohner only learned of those facts after news broke of the FBI raids and the charges against
12 Beasley and others.

13 70. Upon information and belief, Johnson and Rohner admit the allegations against
14 Judd and Humphries contained in Paragraph 70 of the Amended Complaint. However, Johnson
15 and Rohner deny that information regarding conversations with attorneys about clients and
16 purchase agreements made it back to Johnson or Rohner prior to the FBI raids. Johnson and
17 Rohner only learned of those facts after news broke of the FBI raids and the charges against
18 Beasley and others.

19 71. Upon information and belief, Johnson and Rohner admit the allegations contained
20 within Paragraph 71 of the Amended Complaint.

21 72. Upon information and belief, Johnson and Rohner admit the allegations contained
22 within Paragraph 72 of the Amended Complaint. In further responding, Johnson and Rohner
23 state that Jager conveyed that there was a new subscription agreement process for the personal
24 injury contracts.

25 73. Johnson and Rohner lack information sufficient to admit or deny the allegations
26 contained within Paragraph 73 of the Amended Complaint.

27 74. Upon information and belief, Johnson and Rohner admit the allegations contained
28 within Paragraph 74 of the Amended Complaint.

1 75. In responding to Paragraph 75 of the Amended Complaint, Johnson and Rohner
2 affirmatively state that they were deceived by Beasley, the Beasley Law Group, Judd, the J&J
3 Entities, and Jager, and that they are victims in this matter. Johnson and Rohner further state that
4 they did not work directly with Judd and instead that their communications were with Jager and
5 that Jager conveyed information that he reportedly received from Judd and Beasley. Johnson and
6 Rohner deny that they were “promoters.” Johnson and Rohner lacks information sufficient to
7 admit or deny the remaining allegations contained within Paragraph 75 of the Amended
8 Complaint. All allegations not expressly admitted are denied.

9 76. In responding to Paragraph 76 of the Amended Complaint, Johnson and Rohner
10 deny that they “solicited” investors to invest in the purchase agreements. Johnson and Rohner
11 simply conveyed information when others inquired into the investments and assisted some
12 individuals in investing in exchange for a fee for their services. Johnson and Rohner deny that
13 the investments constituted securities. Johnson and Rohner lacks information sufficient to admit
14 or deny the remaining allegations contained within Paragraph 76 of the Amended Complaint.
15 All allegations not expressly admitted are denied.

16 77. In responding to Paragraph 77 of the Amended Complaint, Johnson and Rohner
17 deny that they solicited or sold securities as part of their regular business. Johnson and Rohner
18 admit that they transferred funds via wire transfer and that they used email and telephone services
19 to communicate with Jager. Johnson and Rohner lacks information sufficient to admit or deny
20 the remaining allegations contained within Paragraph 77 of the Amended Complaint. All
21 allegations not expressly admitted are denied.

22 78. In responding to Paragraph 78 of the Amended Complaint, Johnson and Rohner
23 admit that the entity controlled by them handled investor funds. Johnson and Rohner deny that
24 they recruited or solicited investors. Johnson and Rohner admit that returns were provided to the
25 entity controlled by them and then distributed to those that invested in the alleged settlement
26 contracts. Johnson and Rohner lacks information sufficient to admit or deny the remaining
27 allegations contained within Paragraph 78 of the Amended Complaint. All allegations not
28 expressly admitted are denied.

1 79. Upon information and belief, Johnson and Rohner admit the allegations contained
2 within Paragraph 79 of the Amended Complaint.

3 80. Johnson and Rohner lack information sufficient to admit or deny the allegations
4 contained within Paragraph 80 of the Amended Complaint.

5 81. Johnson and Rohner lack information sufficient to admit or deny the allegations
6 contained within Paragraph 81 of the Amended Complaint.

7 82. Johnson and Rohner lack information sufficient to admit or deny the allegations
8 contained within Paragraph 82 of the Amended Complaint.

9 83. Johnson and Rohner lack information sufficient to admit or deny the allegations
10 contained within Paragraph 83 of the Amended Complaint.

11 84. Johnson and Rohner lack information sufficient to admit or deny the allegations
12 contained within Paragraph 84 of the Amended Complaint.

13 85. Johnson and Rohner lack information sufficient to admit or deny the allegations
14 contained within Paragraph 85 of the Amended Complaint.

15 86. Johnson and Rohner lack information sufficient to admit or deny the allegations
16 contained within Paragraph 86 of the Amended Complaint.

17 87. In responding to Paragraph 87 of the Amended Complaint, Johnson and Rohner
18 deny that Prestige Consulting LLC was formed to “promote the investment.” Johnson and
19 Rohner deny that Johnson handled investor funds through CR6 LLC. Johnson and Rohner admit
20 the remaining allegations contained within Paragraph 87 of the Amended Complaint.

21 88. Johnson and Rohner lack information sufficient to admit or deny the allegations
22 contained within Paragraph 88 of the Amended Complaint.

23 89. Johnson and Rohner lack information sufficient to admit or deny the allegations
24 contained within Paragraph 89 of the Amended Complaint.

25 90. Johnson and Rohner lack information sufficient to admit or deny the allegations
26 contained within Paragraph 90 of the Amended Complaint.

27 91. Johnson and Rohner lack information sufficient to admit or deny the allegations
28 contained within Paragraph 91 of the Amended Complaint.

1 92. Johnson and Rohner deny the allegations contained within Paragraph 92 of the
2 Amended Complaint.

3 93. Johnson and Rohner lack information sufficient to admit or deny the allegations
4 contained within Paragraph 93 of the Amended Complaint.

5 94. Johnson and Rohner lack information sufficient to admit or deny the allegations
6 contained within Paragraph 94 of the Amended Complaint.

7 95. Johnson and Rohner lack information sufficient to admit or deny the allegations
8 contained within Paragraph 95 of the Amended Complaint.

9 96. Johnson and Rohner lack information sufficient to admit or deny the allegations
10 contained within Paragraph 96 of the Amended Complaint.

11 97. In responding to Paragraph 97 of the Amended Complaint, Johnson and Rohner
12 state that Prestige Consulting LLC charged clients for the services that it provided and that such
13 service charges were paid from the returns on investment. Johnson and Rohner deny the
14 remaining allegations contained within Paragraph 97 of the Amended Complaint.

15 98. Johnson and Rohner lack information sufficient to admit or deny the allegations
16 contained within Paragraph 98 of the Amended Complaint.

17 99. Johnson and Rohner lack information sufficient to admit or deny the allegations
18 contained within Paragraph 99 of the Amended Complaint.

19 100. In responding to Paragraph 100 of the Amended Complaint, Johnson and Rohner
20 deny that they engaged in soliciting investors to buy interests in the purchase agreements.
21 Johnson and Rohner admit the remaining allegations against Johnson and Rohner. Johnson and
22 Rohner lack information sufficient to admit or deny the allegations against anyone other than
23 Johnson and Rohner.

24 101. In responding to Paragraph 101 of the Amended Complaint, Johnson and Rohner
25 assert that the conclusion that the investments are issue were securities is an issue a law to which
26 no response is required. To the extent a response is required, Johnson and Rohner deny the same.
27 Johnson and Rohner admit the remaining allegations against Johnson and Rohner. Johnson and
28

1 Rohner lack information sufficient to admit or deny the allegations against anyone other than
2 Johnson and Rohner.

3 102. Johnson and Rohner lack information sufficient to admit or deny the allegations
4 contained within Paragraph 102 of the Amended Complaint.

5 **FIRST CLAIM FOR RELIEF**

6 **Violations of Section 5(a) and (c) of the Securities Act [15 U.S.C. § 77e(a) and (c)]**
7 ***(Against All Defendants)***

8 103. Johnson and Rohner reference and incorporate the proceeding responses as if fully
9 set forth herein.

10 104. Johnson and Rohner deny the allegations contained in Paragraph 104 of the
11 Amended Complaint.

12 105. Johnson and Rohner deny the allegations contained in Paragraph 105 of the
13 Amended Complaint.

14 106. Johnson and Rohner deny the allegations contained in Paragraph 106 of the
15 Amended Complaint.

16 **SECOND CLAIM FOR RELIEF**

17 **Violations of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)(1)]**
18 ***(Against Beasley, Beasley Law Group, Judd, the J&J Entities, and Humphries)***

19 107. Johnson and Rohner reference and incorporate the proceeding responses as if fully
20 set forth herein.

21 108. The allegations contained within Paragraph 108 of the Amended Complaint are
22 not directed toward Johnson and Rohner. Therefore, no response is required. To the extent a
23 response is required, Johnson and Rohner lack information sufficient to admit or deny the
24 allegations contained within Paragraph 108 of the Amended Complaint.

25 109. The allegations contained within Paragraph 109 of the Amended Complaint are
26 not directed toward Johnson and Rohner. Therefore, no response is required. To the extent a
27 response is required, Johnson and Rohner lack information sufficient to admit or deny the
28 allegations contained within Paragraph 109 of the Amended Complaint.

FOURTH CLAIM FOR RELIEF

**Violations of Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)]
(Against Judd, Humphries, Jager, Jongeward, Seybert, Tanner, Jeffery, Jenne, Johnson, C.
Madsen, R. Madsen, Murphy, Rohner, and Rosegreen)**

116. Johnson and Rohner reference and incorporate the proceeding responses as if fully set forth herein.

117. Johnson and Rohner deny the allegations contained within Paragraph 117 of the Amended Complaint.

118. Johnson and Rohner deny the allegations contained within Paragraph 118 of the Amended Complaint.

FIFTH CLAIM FOR RELIEF

**Equitable Disgorgement
(Against All Relief Defendants)**

119. Johnson and Rohner reference and incorporate the proceeding responses as if fully set forth herein.

120. The allegations contained within Paragraph 120 of the Amended Complaint are not directed toward Johnson and Rohner. Therefore, no response is required. To the extent a response is required, Johnson and Rohner lack information sufficient to admit or deny the allegations contained within Paragraph 120 of the Amended Complaint.

121. The allegations contained within Paragraph 121 of the Amended Complaint are not directed toward Johnson and Rohner. Therefore, no response is required. To the extent a response is required, Johnson and Rohner lack information sufficient to admit or deny the allegations contained within Paragraph 121 of the Amended Complaint.

PRAYER FOR RELIEF

WHEREFORE, Johnson and Rohner requests that the Court:

A. Deny all of the Commission's requested relief, both in equity and in law, as to Johnson and Rohner;

B. Deny all of the Commission's requested relief found in Sections I, III, V, VI, VII, VIII, and IX of the Amended Complaint's Prayer for Relief;

1 C. Award Johnson and Rohner all fees and costs associated with this action, as permitted by
2 law; and

3 D. Award any further relief that the Court deems just and proper.

4 **AFFIRMATIVE DEFENSES**

5 1. Johnson and Rohner deny all allegations not expressly admitted.

6 2. The Commission has failed to state a claim against Johnson and Rohner upon
7 which relief can be granted.

8 3. The investments at issue are not securities as that term is defined by the law.

9 4. Johnson's and Rohner's actions or omissions (if any) are subject to statutory
10 exceptions regarding investments in securities.

11 5. Johnson's and Rohner's actions or omissions were not made with the requisite
12 intent.

13 6. Any alleged damages or loss (if any) were caused by superseding events.

14 7. Any alleged damages or loss (if any) were caused by persons or entities to which
15 Johnson and Rohner have no authority or control.

16 8. Any alleged damages or loss (if any) were caused by the failure of others to
17 exercise due diligence.

18 9. To the extent the Commission has any basis to recover damages, Johnson and
19 Rohner are entitled to offset those damages.

20 ///

21 ///

22 ///

CERTIFICATE OF SERVICE

I am an attorney with the law firm of Lee Kiefer & Park in Clark County. I am over the age of 18 and not a party to this action. The business address is 1140 N. Town Center Drive, Suite 200, Las Vegas, Nevada 89144.

On the 21st day of July 2022, I served the document(s), described as: DEFENDANTS SETH JOHNSON AND CAMERON ROHNER ANSWER TO AMENDED COMPLAINT by serving the original a true copy of the above and foregoing via CM/ECF System to the following registered e-mail addresses:

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8 I declare under penalty of perjury that the foregoing is true and correct.

9
10 By: /s/ T. Chase Pittsenbarger
11 T. CHASE PITTSNBARGER (NV Bar No. 13740)